

INVITATION FOR BIDS

U. S. Government Property

1.06 acres - Family Houses and Garage
216 & 217 Semple Farm Road
Hampton, VA 23666-1432
4-D-VA-0733

Public Auction:

Date/Time

Wednesday, September 24, 2003 at 10:00 AM

Auction Site

On-site

Bid Deposit

\$5,000 in certified funds or cashier's check endorsable to the U.S. General Services Administration is required for registration.

Terms

Earnest Money Deposit must equal 10% of Bid Price within ten (10) days after the bidding.

All cash, As-is. Balance due in 45 days from acceptance of the bid.

Open House

A GSA representative will be on site:

Tuesday, August 5, 2003 from 10:00 AM to 3:00 PM

Wednesday, August 6, 2003 from 10:00 AM to 3:00 PM

Tuesday, September 23, 2003 from 10:00 AM to 3:00 PM

Site/Building Info

The property consists of approximately 1.06 acres fee (.233 hectare) with the following improvements: Two single family housing units of 1616 square feet each; a two-bay detached garage of 580 square feet; and 555 feet of chain link fence 4 feet high around the entire property. There is an asphalt driveway access to the property consisting of 493 square feet.

The two houses each have basements.

Zoning

The property is un-zoned. The surrounding area is zoned R11 (single family resident, 9,000 sq. Ft. Lots; 70 foot frontage, dwellings size 1700 sq. Ft.)

Utilities

All typical utilities including water, sewerage, natural gas, electricity and telephone services are accessible.

*For additional information, contact Ernest Copper at (404) 331-2368
or email Ernest.Cooper@gsa.gov*

Two Single Family Houses and Garage
216 & 217 Semple Farm Road
Hampton, VA 23666-1432
GSA Control No. : 4-D-VA-0733

The Invitation For Bid for the above property is being amended to add paragraph “G - Exemptions” to the Special Terms and Conditions. All other terms and condition of the sale remain the same.

G. Exemptions. An unoccupied dwelling unit or a residential property that is to be demolished, provided the dwelling unit or property will remain unoccupied until demolition, is exempted from the item “**F**” (**Abatement and Clearance**) requirement listed above. Prior to closing, purchaser will be required to certify in the **Certificate of Completion of Lead Abatement** that the property will not be occupied as a residence or will be demolished in accordance with local laws and regulations.

1. Registration of Bidders

Each prospective bidder is required to register. At the time of registration, immediately preceding the auction, each bidder will be furnished the terms and conditions of sale and will sign a brief statement to that effect. Only registered bidders may participate in the auction.

2. Bid Deposit

The bid must be accompanied by a bid deposit in the amount of \$5,000 in the form of a certified or cashier's check payable to the General Services Administration. No later than ten (10) days after the acceptance of the high bid by the Government, the Purchaser shall increase their bid deposit to a minimum of ten percent (10%) of the accepted bid price. Such funds shall be in the form of a certified or cashier's check, payable to the General Services Administration. Should the Purchaser fail to increase the initial bid deposit to a minimum of 10 percent (10%) of the accepted bid price, the Purchaser shall be considered in default.

3. Bid Form (Offer to Purchase)

The highest qualified bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

5. Additional Information

- A. Only the highest bid received at the auction will be considered for award.
- B. The Government reserves the right to reject any and all offers.
- C. The high bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements in the

General Terms of Sale.

- D. Sale is subject to all existing easements, if any, whether of public record or not.
- E. Failure of any bidder to inspect or be fully informed as to the condition of the property will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid.

6. Notice of Acceptance or Rejection

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or their duly authorized representative at the address indicated in the bid documents.

7. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

General Terms of Sale

The General Terms of Sale apply to the sale of each individual property.

1. BID DEPOSIT

The bid must be accompanied by a bid deposit in the amount of \$5,000 in the form of a certified or cashier's check payable to the General Services Administration. No later than ten (10) days after the acceptance of the high bid by the Government, the Purchaser shall increase their bid deposit to a minimum of ten percent (10%) of the accepted bid price. Such funds shall be in the form of a certified or cashier's check, payable to the General Services Administration. Should the Purchaser fail to increase the initial bid deposit to a minimum of 10 percent (10%) of the accepted bid price, the Purchaser shall be considered in default (See Paragraph 8, DEFAULT).

2. TERM: Invitation For Bids

The term "Invitation For Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

3. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. **INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE PURCHASER.**

All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records,
- b. Subject to all existing reservations, restrictions, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public Utilities.

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 30 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

5. Delayed Closing

The successful bidder will pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

6. Adjustments

Any taxes, rents, or utilities shall be prorated as of the date of conveyance. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at Purchaser's expense. Closing costs and recordation fees are the responsibility of the Purchaser.

7. Risk of Loss

As of the date of conveyance, the successful bidder shall assume responsibility for care and handling and all risks of or damage to the property.

8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Seller is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon Seller will be relieved of any further liability under this contract.

9. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

10. Tender of Payment and Delivery of Instrument of Conveyance

The successful bidder shall on a mutually agreeable date not later than 45 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the successful Bidder, the Government shall deliver the instrument(s) of conveyance.

11. Documentary Stamps and Cost of Recording

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

12. Contract

The "Invitation for Bid(s)" and Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representation made by, for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

13. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

14. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

Special Terms and Conditions

LEAD-BASED PAINT HAZARD

A. Lead-Based Paint Hazard Warning. The property (including the Improvements) that is the subject of this sale was built before 1978 and contains lead-based paint.

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. Risk Assessment and Inspection. The Government prepared a risk assessment and a lead based paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation For Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid. Bidders are required to abate pursuant to a risk assessment that is no more than twelve months old at the time the abatement project begins. Bidders are warned that if more than 12 months have elapsed from the date on the Government's risk assessment to the time when on-site preparation activities for the abatement commence, the risk assessment must be made current by the Purchaser prior to the commencement of such activities, at no cost to the Government. Lead Paint has been identified on the porch floor and railing through paint chip analysis on both residences. The paint is in a deteriorated condition (alligating, chipped, and cracked) and must be abated before these buildings are occupied.

C. Inspection By Bidder. Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead-based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

D. Lead Hazards Pamphlet. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead In Your Home*. A copy of the pamphlet is available from GSA at anytime by calling 1-800-GSA-1313 or may be accessed through GSA's website at www.gsa.gov/pbs/pr/prhome.htm. GSA encourages every bidder to review this pamphlet prior to submitting a bid.

E. Disclosure Form. Each purchaser must complete and execute the appropriate portions of the attached form entitled *Disclosure of Information on lead-based paint and/or lead-based paint Hazards* prior to closing.

F. Abatement and Clearance. The Purchaser shall abate all lead-based paint hazards in accordance with 40 CFR 745.227 and other applicable laws and regulations prior to the occupancy of any residential Improvements prior to 1960. Title shall be conveyed to the Purchaser in a Quitclaim Deed that elaborates on these requirements. The Purchaser shall ensure that a clearance examination is performed in accordance with 40 CFR 227(e) and 24 CFR 35.1340(c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination must indicate that the clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2). The Purchaser shall provide the landholding agency U.S. Army, Ft. Monroe and GSA with an executed *Certificate of Completion of Lead Abatement* prior to said occupancy, a copy of which is set forth in this Invitation for Bids. The Purchaser must attach to the Certificate a copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10). Purchaser shall indemnify and defend the United States for any claims or losses arising from Purchaser's use of Improvements built before 1960 that have not been abated by the Purchaser in accordance with the IFB and the Quitclaim Deed.

NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

Disclosure Form For Target Housing Sales

Disclosure Form for Target Housing Sales Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐

Known lead-based paint and/or lead-based point hazards are present in the housing (explain).

☐

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below).

☐

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) Purchaser has (check one below):

☐

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, or

☐

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

_____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller	Date
Agent	Date
Purchaser	Date

Seller	Date
Agent	Date
Purchaser	Date

Certificate of Completion of Lead Abatement

CERTIFICATE OF COMPLETION OF LEAD ABATEMENT

Property(inclusive of improvements): **216 & 217 Semple Farm Road Hampton, VA** (the "Property").

Sale Number: **4-D-VA-0733** (the "Sale").

Name and Address of Purchaser:

Mark appropriate boxes with an "X":

_____ Purchaser certifies that lead hazards were abated and that the following statements are true:

1. All lead-based paint hazards were abated from the Property in accordance with 40 CFR 745.227(e) And other applicable laws and regulations prior to the occupancy of any residential improvements.
2. No more than 12 months elapsed from the date on the Government's risk assessment to the time when onsite preparation activities for the abatement commenced, or the risk assessment was made current by the Purchaser prior to the commencement of such activities, at no cost to the Government
3. A clearance examination was performed in accordance with 40 CFR 745.227(e) and 24 CFR 35.1340(c) through (f), by a person certified to perform risk assessments or lead-based paint inspections. The examination reveals that clearance samples meet the standards set forth in 24 CFR 35.1320(b)(2).
4. A true and correct copy of the clearance report, prepared by a person certified to perform risk assessments or lead-based paint inspections and in accordance with 40 CFR 745.227(e)(10), is attached.

_____ Purchaser hereby certifies that the Property will not be occupied as a residence.

_____ Purchaser hereby certifies that pre-1960 housing will not be used as a residence and will be demolished, in accordance with local laws and regulations.

Under penalty of perjury, the Purchaser hereby declares that the foregoing statements are true and correct to the best of his or her knowledge and belief.

By: _____

(Print Name _____) Date: _____

Offer To Purchase Government Real Property

PUBLIC AUCTION

Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty calendar days after the date of the auction, to purchase the property described as:

**1.06 acres - Family Houses and Garage
216 & 217 Semple Farm Road
Hampton, VA 23666-1432
4-D-VA-0733**

Date _____

Amount of Bid: _____ Bid Deposit: **\$5,000** _____ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Trustee ☐ A Corporation

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Signature: _____

Signer's Name & Title (type or print): _____

Certificate Of Corporate Bidder

I, _____ certify that I am

(Secretary or other Official Title)
of the Corporation named as bidder herein,
that _____ who signed this Offer To Purchase on behalf of the
(Name)
bidder was then _____ of said Corporation; that said
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer/Secretary)

(Signature of President/Vice-President)

CORPORATE SEAL